



# STATE OF MONTANA

## INVITATION FOR BID (IFB)

(THIS IS NOT AN ORDER)

IFB Number:  
0810046GU

IFB Title:  
FULLY-AUTOMATED ENZYME IMMUNOASSAY ANALYZER (EIA)

IFB Due Date and Time:  
AUGUST 26, 2008  
2:00 p.m., Local Time

Number of Pages: 1-14

### ISSUING AGENCY INFORMATION

Procurement Officer:  
GWEN UNGERMAN

Issue Date:  
August 11, 2008

DPHHS  
BFSD/PURCHASING OFFICE  
111 N SANDERS  
ROOM 8  
HELENA MT 59601

Phone: (406) 444-0546  
Fax: (406) 444-7358  
TTY Users, Dial 711

Website: <http://gsd.mt.gov/>

### INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND  
RETURN THIS PAGE WITH YOUR BID AND  
ANY REQUIRED DOCUMENTS TO THE  
ADDRESS LISTED ABOVE UNDER "ISSUING  
AGENCY INFORMATION."

Mark Face of Envelope/Package:

IFB Number: 0810046GU  
IFB Due Date: AUGUST 26, 2008

Special Instructions:

Descriptive Literature. Complete manufacturer's descriptive literature sufficient in detail to establish quality and compliance with all specifications must be submitted with each bid. The State reserves the right to examine products further to determine compliance with the stated specifications.

### BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days

Delivery Date:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**

# TABLE OF CONTENTS

	<u>PAGE</u>
<b>Standard Terms and Conditions .....</b>	<b>3</b>
<b>Section 1: General Requirements .....</b>	<b>6</b>
1.0 Introduction .....	6
1.1 Instructions to Bidders.....	6
1.2 Pre-Bid Question and Answer period .....	6
1.3 Bid Submission .....	7
1.4 Change or Withdrawal of Bids.....	7
1.5 Bid Awards .....	7
<b>Section 2: Delivery Requirements .....</b>	<b>8</b>
2.0 Delivery Requirements.....	8
<b>Section 3: Special Terms and Conditions.....</b>	<b>8</b>
3.0 Preference Not Applied .....	8
3.1 Purchasing Card .....	8
3.2 On-Site Requirements/Cleanup .....	8
3.3 Meetings.....	9
3.4 Compliance with Workers' Compensation Act .....	9
3.5 Insurance Requirements .....	9
3.6 Intellectual Property .....	10
3.7 Patent and Copyright Protection .....	10
3.8 Contractor Performance Assessments .....	10
3.9 Contract Termination.....	10
<b>Section 4: Specifications and Pricing Schedule .....</b>	<b>11</b>
4.0 Equivalent Products OR Specific Brand.....	11
4.1 Prices .....	11
4.2 All-or-None Award .....	11
4.3 Specifications and Pricing Schedule .....	11
<b>Section 5: Evaluation Criteria.....</b>	<b>13</b>
<b>IFB Checklist.....</b>	<b>14</b>

## Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related

accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

---

## SECTION 1: GENERAL REQUIREMENTS

### **1.0 INTRODUCTION**

The STATE OF MONTANA, DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES (hereinafter referred to as "the State") is soliciting bids for FULLY-AUTOMATED ENZYME IMMUNOASSAY ANALYZER (EIA). A more complete description of the supplies and/or services sought is provided in Section 4 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### **1.1 INSTRUCTIONS TO BIDDERS**

**1.1.1 Procurement Officer Contact Information.** Contact information for the procurement officer is as follows:

Procurement Officer: Gwen Ungerman  
Address: 111 N Sanders  
Helena MT 59601  
Telephone Number: 406-444-0546  
Fax Number: 406-444-7358  
E-mail Address: gungerman@mt.gov

**1.1.2 Examination of Solicitation Documents and Explanation to Bidders.** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Procurement Officer in writing. The bidder making such request will be solely responsible for its timely receipt by the Procurement Officer. Replies to such notices may be made in the form of an addendum to the solicitation.

**1.1.3 Interpretation or Representations.** The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

**1.1.4 Acknowledgment of Addendum.** If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

**1.1.5 Extension of Prices.** In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

**1.1.6 Bid Preparation Costs.** The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

### **1.2 PRE-BID QUESTION & ANSWER PERIOD**

Bidders may submit questions, via email, to Procurement Officer, Gwen Ungerman, gungerman@mt.gov until 2:00 pm on August 14, 2008. Bidders are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors

discovered upon examination of this IFB. All responses to questions during the Question & Answer period will be posted to the website as an addendum to the IFB August 15, 2008 by 5 pm on . The addendum must be signed and returned with your bid.

## **1.3 BID SUBMISSION**

**1.3.1 Bids Must Be Sealed and Labeled.** Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB 0810046GU. ***Bids must be received by the DPHHS Purchasing Office prior to 2 p.m., local time, August 26, 2008.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

**1.3.2 Late Bids. Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.** It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

**1.3.3 Bidder's Signature.** The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

**1.3.4 Alternate Bids.** Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

**1.3.5 Descriptive Literature.** Complete manufacturer's descriptive literature sufficient in detail to establish quality and compliance with all specifications must be submitted with each bid. The State reserves the right to examine products further to determine compliance with the stated specifications.

## **1.4 CHANGE OR WITHDRAWAL OF BIDS**

**1.4.1 Change or Withdrawal PRIOR to Bid Opening.** Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Procurement Officer listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

**1.4.2 Change AFTER Bid Opening But Prior to Bid Award.** After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

## **1.5 BID AWARDS**

**1.5.1 Basis for Award.** Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the State in accordance with the specifications set forth in the invitation for bid.

**1.5.2 Rejection of Bids.** While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB (18-4-307, MCA);

- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

## SECTION 2: DELIVERY REQUIREMENTS

### **2.0 DELIVERY REQUIREMENTS**

**2.0.1 Delivery Date.** The DELIVERY DATE space on the cover sheet must be completed to indicate day, month, and year, or a specific number of days after receipt of order (ARO). Failure to comply with the requirements may invalidate a bidder's quotation for any or all items.

**2.0.2 Requested Delivery Date.** The Contractor shall deliver all items described in this bid as soon as possible but no later than 45 days after receipt of purchase order from the State of Montana.

**2.0.3 Shipping.** Weekends and holidays excepted, deliveries shall be **F.O.B. DESTINATION**, to the location shown below. The term "F.O.B. destination, within the State's premises," as used in this clause, means free of expense to the State and delivered to the location specified.

The Contractor shall:

- **Bidder will provide Installation, shipping and warranty at no additional cost to the STATE OF MONTANA.**
- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this IFB;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery specified in the IFB;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the State at the delivery point specified in the IFB;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

**2.0.4 Delivery Locations.**

The system must be delivered to and installed at the:  
Montana Public Health Laboratory, 1400 Broadway, Room B-105, Helena MT 59620

## SECTION 3: SPECIAL TERMS AND CONDITIONS

### **3.0 PREFERENCE NOT APPLIED**

Reciprocal preference will not be applied to this purchase because federal funds are involved (ARM 2.5.408).

### **3.1 PURCHASING CARD**

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

### **3.2 ON-SITE REQUIREMENTS/CLEANUP**

Each potential contractor should visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful contractor of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

The Contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. The Contractor shall be responsible for all damages or injury due to their action or neglect.

The Contractor shall maintain access to all phases of the project pending inspection by the State or its representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

The Contractor shall respond within seven calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the Contractor fail to respond to the notice or not remedy the defects, the State may have the work corrected at the Contractor's expense.

In terms of cleanup, the Contractor shall:

- (a) Keep the premises free from debris and accumulation of waste;

### **3.3 MEETINGS**

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

### **3.4 COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

### **3.5 INSURANCE REQUIREMENTS**

**3.5.1 General Requirements.** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**3.5.2 Primary Insurance.** The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

**3.5.3 Certificate of Insurance/Endorsements.** Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's solicitation number. This insurance must be maintained for the duration of the contract. The State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

## **3.6 INTELLECTUAL PROPERTY**

All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use, copyrightable property created under the contract.

## **3.7 PATENT AND COPYRIGHT PROTECTION**

**3.7.1 Third Party Claim.** In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify the Contractor. The Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at the Contractor's expense. The Contractor will indemnify the State against all costs, damages, and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

**3.7.2 Product Subject of Claim.** If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the contract has been breached.

## **3.8 CONTRACTOR PERFORMANCE ASSESSMENTS**

The State may conduct assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. The Contractor will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response, and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

## **3.9 CONTRACT TERMINATION**

**3.9.1 Termination for Convenience.** The State may, by written notice to the Contractor, terminate this contract without cause. The State must give notice of termination to the Contractor at least 30 days prior to the effective date of termination.

**3.9.2 Reduction of Funding.** The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason (18-4-313, MCA).

## SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE

### **4.0 EQUIVALENT PRODUCTS**

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the State. Bidders who do not meet this criterion may be disqualified from further consideration. A bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid forms.

### **4.1 PRICES**

**4.1.1 Taxes, Shipping, and Invoicing.** The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the State unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified State location(s).

### **4.2 ALL OR-NONE AWARD**

Awards will be made on an **all-or-none** basis. Failure of a bidder to provide prices for all line items listed on the Schedule may be cause for rejection of the entire bid. However, a bidder may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

### **4.3 SPECIFICATIONS AND PRICING SCHEDULE**

**Name of Supply or Service:** A new fully-automated enzyme immunoassay (EIA) analyzer for Clinical Laboratory Serology testing, including automated pipetting system, on-board incubation, plate washer and reader, plus computer and printer. We will entertain reagent rental and/or lease options. Outright purchase of equipment will not be considered.

- **Bidder will provide installation, shipping and warranty at no additional cost to the STATE OF MONTANA.**

**Purpose/Use for Supply or Service:** The State of Montana Public Health Laboratory is soliciting bids for a new fully-automated enzyme immunoassay (EIA) analyzer. The intended use of this laboratory instrument will be for the qualitative and quantitative analysis of serum and/or body fluids for Hepatitis and HIV testing.

**Minimum Criteria for the System:**

- Fully-automated, FDA approved microplate enzyme immunoassay analyzer: automated sample preparation, reagent handling, and on-board incubation, plate-washing
- Batch and/or Random access test modes
- Barcode reading of reagents and sample tubes
- Test menu must include Hepatitis A-IgM, Hepatitis B-(surface antigen, quantitative surface antibody, core total antibody, core IgM antibody), Hepatitis C, and HIV.
- Interface capability with Orchard Harvest LIS, preferably bidirectional.
- Instrumentation shall conform to Microsoft Windows operating systems.
- If the test menu requested is not fully supplied by the bidding company, please include a listing of the each kit including the kit manufacturer used to meet the minimum test menu requirements.

**List Special Requirements:** Provide the following information:

- a. instrument warranty information
- b. available service contracts or agreements
- c. preventive maintenance schedules
- d. combination of off-site and on-site user training
- e. any infectious disease test menus
- f. a list of other manufacturer's assays that may be performed on the analyzer
- g. a list of other laboratories in the region who utilize the same instrumentation

Test Volumes: See below

<b>Assay</b>	<b>Patients/Year (includes Proficiency Samples)</b>	<b>Patients/Year</b>
Hepatitis A Antibody, IgM	225	
Hepatitis B Surface Antigen	725	
Hepatitis B Surface Antibody	900	
Hepatitis B Core Antibody, Total	200	
Hepatitis B Core Antibody, IgM	200	
Hepatitis C Virus Antibody	2500	
HIV	3500	

- **Bidder will provide installation, shipping and warranty at no additional cost to the STATE OF MONTANA.**
- **Please include the number of standards and controls that must be run with each batch of specimens for each assay.**

**Cost per Test for each assay: \$**\_\_\_\_\_

**Cost per Reportable Result: \$**\_\_\_\_\_

**Brand/Model Bid:** \_\_\_\_\_

**Warranty:** \_\_\_\_\_

**Training offered: (circle one)**

- a. on-site
- b. off-site
- c. on-site and off-site offered

## **5.0 EVALUATION CRITERIA**

<b>Minimum System Criteria</b>	<b>40% of points for a possible 40 points</b>
<b>Bids that do not receive 40 pts will be eliminated from further review</b>	

Category	Section of RFP	Point Value
A. Automated Sample Preparation & Reagent Handling	4.3.3	5
B. Automated On-board Incubation & Plate Washing		5
C. Batch Test Mode		5
D. Barcode Reader—Samples and Reagents		5
E. Test Menu:		10
a. Hepatitis A IgM antibody		
b. Hepatitis B surface antigen		
c. Hepatitis B surface antibody (quantitative)		
d. Hepatitis B core total antibody		
e. Hepatitis B core IgM antibody		
f. Hepatitis C virus antibody		
g. HIV-1 antibody		
F. Uni-directional Interface Capability		5
G. Microsoft Windows Capability		5

<b>Special System Requirements</b>	<b>10% of points for a possible 10 points</b>
------------------------------------	---

Category	Section of RFP	Point Value
A. Instrument Warranty	4.3.4	5
B. On-site User Training		5

<b>Bonus Specifications</b>	<b>30% of points for a possible 30 points</b>
-----------------------------	---

Category	Section of RFP	Point Value
A. Open-platform Test Menu		10
B. Infectious Disease Test Menu		5
C. Random Access Test Mode		5
D. Bi-directional interface capability		5
E. Combination on-site and off-site Training		5

<b>Cost Proposal</b>	<b>20% of points for a possible 20 points</b>
----------------------	---

Category	Section of RFP	Point Value
A. Cost Proposal	5.0	20

<b>IFB Checklist</b>
----------------------

Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid